

## CONSTRUCTION GENERAL PROVISIONS

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This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Energy Acquisition Regulations (DEAR-CFR Title 48, Chapter 9), contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, D.C. 20402-9328.

For purposes of this order, where the article says "Government", change it to read "Bettis"; where the article says "Contracting Officer", change it to read "Buyer"; and when the article says "Contractor", change it to read "Seller".

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to Bettis and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

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<u>ARTICLE</u>	<u>REFERENCE</u>
ACCIDENT PREVENTION (Alt. I)	FAR 52.236-13
AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FAR 52.222-27
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (>\$10K)	FAR 52.222-36
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (>\$10K)	FAR 52.222-35
ANTI-KICKBACK PROCEDURES (>\$100K)	FAR 52.203-7
AUDIT AND RECORDS-NEGOTIATION (>\$100K)	FAR 52.215-2
AUTHORIZATION AND CONSENT (With Alt. I)	FAR 52.227-1
BANKRUPTCY (>\$100K)	FAR 52.242-13
BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS	FAR 52.225-5
CHANGES (>\$100K)	FAR 52.243-4
CHANGES AND CHANGED CONDITIONS (Delete Para. (e))	FAR 52.243-5
CLASSIFICATION/DECLASSIFICATION	DEAR 952.204-70
CLEANING UP	FAR 52.236-12

<u>ARTICLE</u>	<u>REFERENCE</u>
CONSTRUCTIONS STANDARDS	
Davis-Bacon Act	FAR 52.222-6
Withholding of Funds	FAR 52.222-7
Payrolls and Basic Records	FAR 52.222-8
Apprentices and Trainees	FAR 52.222-9
Compliance with Copeland Act Requirements	FAR 52.222-10
Subcontracts (Labor Standards)	FAR 52.222-11
Contract Termination-Debarment	FAR 52.222-12
Compliance with Davis-Bacon and Related Act Regulations	FAR 52.222-13
Disputes Concerning Labor Standards	FAR 52.222-14
Certification of Eligibility	FAR 52.222-15
Approval of Wage Rates	FAR 52.222-16
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (>\$100K)	FAR 52.222-4
DEFAULT (FIXED-PRICE CONSTRUCTION) (Delete reference in paragraph B.2 to the Disputes Article)	FAR 52.249-10
DEFINITIONS	FAR 52.202-1
DIFFERING SITE CONDITIONS	FAR 52.236-2
DISPLACED EMPLOYEE HIRING PREFERENCE (>\$500K)	DEAR 952.226-74
DUTY-FREE ENTRY (>\$10K)	FAR 52.225-8
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (>\$10K)	FAR 52.222-37
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR	DEAR 952.204-74
GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	FAR 52.245-4
GRATUITIES (>\$100K)	FAR 52.203-3
INSPECTION OF CONSTRUCTION	FAR 52.246-12
INSURANCE-WORK ON A GOVERNMENT INSTALLATION	FAR 52.228-5
INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (APPLICABLE TO COMPLEX OR HAZARDOUS WORK)	DEAR 970.5204-2
INTEREST	FAR 52.232-17

<u>ARTICLE</u>	<u>REFERENCE</u>
LAYOUT OF WORK	FAR 52.236-17
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (>\$100K)	FAR 52.203-12
MATERIAL AND WORKMANSHIP	FAR 52.236-5
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (>\$100K)	FAR 52.227-2
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1
NUCLEAR HAZARDS INDEMNITY AGREEMENT (ORDERS WHICH MAY INVOLVE RISK OF PUBLIC LIABILITY AS DEFINED IN THE ATOMIC ENERGY ACT OF 1954, AS AMENDED)	DEAR 952.250-70
OPERATIONS AND STORAGE AREAS	FAR 52.236-10
OTHER CONTRACTS	FAR 52.236-8
PATENT INDEMNITY - CONSTRUCTION CONTRACTS	FAR 52.227-4
PERMITS AND RESPONSIBILITIES	FAR 52.236-7
PREFERENCE FOR PRIVATELY OWNED U. S. - FLAG COMMERCIAL VESSELS (>\$100K)	FAR 52.247-64
PREFERENCE FOR U. S. - FLAG AIR CARRIERS	FAR 52.247-63
PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS	DEAR 952.223-75
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (<\$500K) - MODIFICATIONS (>\$500K)	FAR 52.215-10 FAR 52.215-11
PRIVACY ACT NOTIFICATION - PRIVACY ACT	FAR 52.224-1 FAR 52.224-2
PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	FAR 52.236-9
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
SCHEDULES FOR CONSTRUCTION CONTRACTS	FAR 52.236-15
SECURITY	DEAR 952.204-2
SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	FAR 52.236-3

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<u>ARTICLE</u>	<u>REFERENCE</u>
SMALL BUSINESS SUBCONTRACTING PLAN (With Alt. I) (>\$500K)	FAR 52.219-9
SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FAR 52.236-21
SUBCONTRACTOR COST OR PRICING DATA (>\$500K) - MODIFICATIONS (>\$500K)	FAR 52.215-12 FAR 52.215-13
SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FAR 52.244-6
SUPERINTENDENCE BY THE CONTRACTOR	FAR 52.236-6
SUSPENSION OF WORK	FAR 52.242-14
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (<\$100K)	FAR 52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (≥\$100K)	FAR 52.249-2
USE AND POSSESSION PRIOR TO COMPLETION	FAR 52.236-11
UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8
WARRANTY OF CONSTRUCTION	FAR 52.246-21
WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	DEAR 970.5204-59
WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (>\$500K)	DEAR 970.5204-77

In addition, the following articles are included in their entirety:

**PUBLIC RELEASE OF INFORMATION**

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Seller desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to Bettis for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, or manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Bettis.
- (b) Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of Bettis to permit appropriate measures to be taken to protect the information. Under no circumstances should this information be released to such authority without prior notification and agreement of the Bettis.

- (c) Seller agrees that this requirement of prior Bettis approval of any release shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Bettis its successor or assignee.
- (d) Seller shall include all provisions of this article including this sentence in all subcontracts under this order.

**ASSIGNMENT AND SET OFF**

Performance of this order shall not be assigned or transferred by Seller, except as expressly authorized in writing by Bettis. This order may be assigned by Bettis to the Government or any designee of the Government, provided that written notice thereof is given to Seller. Bettis shall be entitled at all times to set off against any amount payable at any time by Bettis under this order, any amount owing at any time from Seller to Bettis whether arising under this order or other contracts or orders with Seller.

**LOWER-TIER SUBCONTRACTS**

- (a) The Seller shall, within ten calendar days after the execution of the order, submit to Bettis, in writing, a list of the names of all the lower-tier subcontractors, material men, and suppliers for any and all parts of the work hereunder.

Bettis reserves the right to reject any lower-tier subcontractor as to whom the Seller is unable to demonstrate that he has the necessary equipment and ability to perform the work called for, or who has previously failed to perform properly or failed to complete on time work of a similar nature. If, at any time during the progress of the work, Bettis determines that any such lower-tier subcontractor is incompetent or undesirable, Bettis will notify the Seller accordingly, and the Seller shall take immediate steps to terminate the order of such lower-tier subcontractor.

- (b) The Seller agrees that he is as fully responsible to Bettis for the acts and omissions of his lower-tier subcontractors and of persons either directly or indirectly employed by them as he is responsible for the acts and omissions of persons directly employed by him.
- (c) Nothing contained in the order shall be construed to create any contractual relation between any lower-tier subcontractor and Bettis nor to relieve the Seller of his obligations hereunder.
- (d) Each expenditure, order, purchase, or commitment (not including contracts of employment) made by the Seller pursuant to this order for any amount in excess of five hundred dollars (\$500.00), shall be in writing, and each such order shall contain provisions that such expenditure, order, purchase, or commitment is assignable to Bettis if Bettis shall so request. The Seller shall make all such orders in its own name and not bind or purport to bind Bettis.

**PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS**

- (a) Bettis shall pay the Seller the order price as provided in this order.
- (b) Bettis shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by Bettis, on estimates approved by Bettis. If requested by Bettis, the Seller shall furnish a breakdown of the total order price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, Bettis may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Seller at locations other than the site may also be taken into consideration if:
  - (1) Consideration is specifically authorized by this order; and
  - (2) The Seller furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this order.
- (c) In making these progress payments, there shall be retained ten percent of the estimated amount until final completion and acceptance of the order work. However, if Bettis finds that satisfactory progress was achieved during any period for which a progress payment is to be made, Bettis may authorize payment to be made in full without retention of a percentage. When the work is substantially complete, Bettis shall retain an amount that Bettis considers adequate protection of Bettis and may release to the Seller all or a portion of any excess amount. Also, on completion and acceptance of each separate building, public work, or other division of the

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order, for which the price is stated separately in the order, payment may be made for the completed work without retention of a percentage.

- (d) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as -
  - (1) Relieving the Seller from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
  - (2) Waiving the right of Bettis to require the fulfillment of all of the terms of the order.
- (e) Bettis shall, after receipt of a proper invoice, reimburse the Seller for the entire amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Seller has furnished evidence of full payment to the surety.
- (f) Bettis shall pay the amount due the Seller under this order after
  - (1) Completion and acceptance of all work;
  - (2) Presentation of a properly executed voucher; and
  - (3) Presentation of release of all claims (Form 73401A) against Bettis and the Government arising by virtue of this order, other than claims, in stated amounts, that the Seller has specifically excepted from the operation of the release. A release may also be required of the assignee if the Seller's claim to amounts payable under this order has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 203 and 41 U.S.C. 15).

**CONTRACT ACCEPTANCE**

By acceptance of this order, Seller agrees that the scope of the work required is understood by Seller; that there are no informal commitments by Bettis that in any way affect the work under this order; that there are no open or unresolved issues related to this order except as explicitly stated herein; and that Seller therefore understands and agrees that this order states the complete agreement of the parties.

**COST ACCOUNTING STANDARDS (CAS)**

CAS requirements do not apply if the order does not exceed \$500,000 or if the Seller claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.